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REPORT

OF THE

State Dispensary Commission

OF

South Carolina

JANUARY 18, 1912

COLUMBIA, S. C.
GONZALES AND BRYAN, STATE PRINTERS
1912

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To His Excellency, Cole. L. Blease, Governor of South Carolina :

SIR: The present State Dispensary Commission met and organized on the 27th day of March, 1911, by the election of James Stackhouse as Chairman, and B. Frank Kelly as Secretary, the Commission being composed of: Messrs. James Stackhouse, J. V. Wallace, Fred. H. Dominick, Thomas F. Brantley, and B. Frank Kelly. Mr. Kelly, the Secretary, resigned in June, 1911, and Mr. E. M. Thomson was appointed by your Excellency in his stead, and on June 21, 1911, he was elected Secretary of the Commission, to succeed Mr. Kelly. Mr. James S. Wilson was appointed Marshal for the Commission.

Immediately upon its organization, the Commission, believing that the contract theretofore existing between the former Commission and Anderson, Felder, Rountree & Wilson should be terminated, passed on the 28th day of March, 1911, the following resolution:

"Whereas, By and under the terms of an agreement heretofore made on the 9th day of May, 1907, by and between Anderson, Felder, Rountree & Wilson and the State Dispensary Commission, it is provided: 'This contract may be terminated by the parties of the second part on thirty days' notice in writing to the parties of the first part, but shall in no event be terminated until the expiration of ninety days from the date of this contract, and shall not of course affect the right of the parties of the first part for their compensation for such salvage as has been recovered and such reductions of accounts as have been procured by the effort of the said parties of the first part,' and

"Whereas, It is the determination of this Commission that the said agreement be terminated;

"Be it resolved, That the said agreement be, and the same is hereby, terminated in accordance with the terms of the said paragraph, on and after thirty days from the 29th day of March, 1911; and that the Chairman of this Commission be, and he is hereby, authorized and directed to immediately give notice to the said Anderson, Felder, Rountree & Wilson of the action of this Commission, and of the termination of the said agreement."

This contract was terminated for the reason that we believed that it was entirely disadvantageous to the State, in that the said firm had received, was receiving, and, we are informed, still claiming, enormous amounts in fees, entirely disproportionate to the work done and the results accomplished by the firm, as will be fully and clearly shown by reference to the records of the Commission.

The following resolutions were also adopted by the Commission on the same day:

"Whereas, By and under the terms of an agreement heretofore made on the 9th day of May, 1907, by and between Anderson, Felder, Rountree & Wilson and the State Dispensary Commission, it is provided: 'The parties of the first part shall turn over a statement of the evidence of the violations of the criminal laws of the State by any party connected with the transactions involving the management of the State Dispensary in any way, whether officials, employees or private persons, to the Attorney General of the State of South Carolina, and the names of the witnesses and date of violations, as nearly as may be, and procure the appearance of the witnesses, if practicable, at some point in the State of South Carolina, at which they can be bound over and testify in case the Attorney General deems it necessary to have their testimony in any proceedings or prosecutions that may be instituted;'

"Be it resolved, That the Chairman of this Commission be, and he is hereby, authorized and directed to request the said Anderson, Felder, Rountree & Wilson that they do turn over to the Attorney General of this State, as records and papers for the use of this Commission, and held and obtained by the said Anderson, Felder, Rountree & Wilson, under the provisions and terms of the said agreement:

"(a) All statements of evidence of the violation of the laws of this State, of any and all persons connected with the transactions of the old State Dispensary, and the management thereof, in any way, whether by officials, employees or private persons.

"(b) That the said Anderson, Felder, Rountree & Wilson file with this Commission the names of the witnesses and date when such violations occurred.

"(c) And all papers, documents and writings which have come into the possession of said Anderson, Felder, Rountree & Wilson concerning the transactions of said State Dispensary.

"(d) Also all papers, documents and writings which the said Anderson, Felder, Rountree & Wilson may have used or procured for use in the prosecution of the cases which were before the Commission, and in which the said Anderson, Felder, Rountree & Wilson were employed under said agreement.

"Be it further resolved, That the Chairman of this Commission be, and he is hereby, authorized and directed to request the said Anderson, Felder, Rountree & Wilson to appear before the Commission, at some date in the near future, and make such statements as they may see fit, or the Commission may desire, as to the present status of the cases or claims which the said Anderson, Felder, Rountree & Wilson now have in their charge, by virtue of said agreement."

These resolutions were immediately transmitted to Anderson, Felder, Rountree & Wilson, and the contract terminated. Considerable correspondence ensued between the Commission and this firm, in which he endeavored to get them to turn over to this Commission all evidence and matters which they had in hand as such attorneys for the said State Dispensary Commission, and which belonged to the State Dispensary Commission, under the express terms of the contract; but after the most diligent efforts, we have been unable to obtain any of the records or any of the evidence, or the personal appearance of Thomas B. Felder, Esq.; nor have any such information or matters which were demanded by the Commission been filed with the Attorney General, so far as we are advised.

The following resolutions were thereupon passed, on the 17th day of May, 1911:

"Be it resolved, That this Commission meet on the 29th day of May, A. D. 1911, and that Thomas B. Felder, of the firm of Anderson, Felder, Rountree & Wilson, be required to appear before said Commission, on that date, and furnish them with all information in his possession or in the possession of his firm, in connection with all matters and affairs of any and all claims due or owing to or by the State of South Carolina from and to any and all person or persons, in obedience to the contract made with the late members of this Commission, in writing, by the said Anderson, Felder, Rountree & Wilson.

"Resolved, second, That the said Thomas B. Felder at the same time be required to furnish all information in his possession in

regard to any matter or matters connected with the said State Dispensary against any officer of said institution, or of this State, and particularly the Governor of this State, the Hon. Cole. L. Blease, in accordance with his communications heretofore made, either in person or through the press of this State, and that he also furnish any information that he has in his possession, showing any connection or any dealings in person or as agent for others that the said Hon. Cole. L. Blease may have had with the State Dispensary Directors or any other person or persons connected with the said institution.

"Resolved, third, That a copy of these resolutions be transmitted by registered letter through the United States mail to the said Anderson, Felder, Rountree & Wilson, and a copy individually to Thomas B. Felder, of said firm."

Copies of these resolutions were transmitted in accordance with the terms thereof.

Felder failed and refused to appear and to comply with the request of the Commission, and of course, as he and these records and this information were outside the limits of this State, and beyond our jurisdiction, we had no power to compel his attendance, or the production of the said records and evidence.

The statements made by Felder in his communications were entirely unsatisfactory to the Commission, and in a most careful investigation to ascertain the truth about the statements made by him concerning the litigation, contract and matters which he had in charge, this Commission has failed to find any evidence which would warrant it to come to any other conclusion than that such statements and representations of the said Felder, made to it, were misleading, and were not made in good faith and for the purpose of aiding the Commission in arriving at the truth of the past transactions or present condition of the matters put in his charge under the contract above referred to.

In the course of its investigation of the State Dispensary affairs, the Commission came into possession of certain information and evidence, which is hereinafter more particularly and completely set out, which caused the Commission to conclude that it was its duty, and to the interest of the State, that one Thomas B. Felder should be indicted for bribery, or attempted bribery, of one of the former members of the Board of Directors of the State Dispensary. Thereupon, by resolution of date May 29, 1911, the Commission ordered

Mr. B. Frank Kelly, the Secretary of the Commission, immediately to swear out a warrant for the arrest of Felder, for offering and attempting to bribe a State official of South Carolina, and for conspiracy to defraud the said State. The warrant was immediately issued and placed in the hands of the Sheriff of Newberry county, and requisition was asked for and obtained from your Excellency on the Governor of Georgia. The requisition was held up by the Governor of Georgia until a date beyond the date for the first term of Court for Newberry county after the warrant had been sworn out.

At the hearing Felder was represented by counsel, and the granting of the requisition was resisted. The result was that the Governor of Georgia refused to honor the requisition.

Thereafter, and at the next term of the Court of General Sessions for the county of Newberry, S. C., a bill of indictment was handed out charging Felder with bribery, or attempted bribery, of H. H. Evans, Chairman of a former Board of Directors of the South Carolina State Dispensary. The Commission intended to and was ready to ask that an indictment be drawn up against Felder for attempting to bribe also the other two members of the Board, to wit: Mr. Boykin and Mr. Towill.

The charge was based upon the evidence shown in the affidavits, testimony and letters hereinafter set out. H. H. Evans, John Bell Towill and L. W. Boykin were sworn as witnesses, and appeared before the grand jury.

Mr. H. H. Evans was duly summoned by process of the Commission, served by its Marshal, to appear before it and testify as to such matters as were mentioned in the summons. He appeared and testified as follows:

TESTIMONY OF H. H. EVANS.

MR. H. H. EVANS, being duly sworn, deposed and said:

Questions by Mr. Dominick:

Q. We are examining you in connection with this T. B. Felder matter, with which you are familiar; these letters here, which have just been read? A. I have looked over them.

Q. They were received by you? A. Yes, sir; received by me.

Q. You received them at Newberry, S. C.? A. Yes, sir.

Q. Now, that letter there of 1905, dated October 2, 1905, the letter proposing that corporation, was that received by you? A. Yes, sir.

Q. After you received that letter, did you or not have any conversation with Mr. T. B. Felder? A. Half a dozen of times.

Q. Did any of those conversations take place in the State of South Carolina? A. Yes, sir.

Q. Did any of them take place in the county of Newberry? A. Yes, sir; Mr. Felder came to Newberry.

Q. After this letter of October 2, 1905? A. Yes, sir.

Q. Had he personally conversed with you? A. Yes, sir.

Q. Tell us whether or not in that conversation, after the receipt of that letter, this plan was mentioned and urged? A. Yes, sir. He came to Newberry and asked why I did not do it. He told me that he had the stock already written out.

Q. Did he not, at that time, urge you to carry out the plan? A. Yes, sir; he begged me to do it.

Q. And you turned down that proposition? A. Yes, sir; I turned down the proposition.

Q. Now, Mr. Evans, about what time did this conversation take place in Newberry? A. Now, Mr. Dominick, that is what has got me; I never thought of it.

Q. It was after the date of this letter? A. Yes, sir; but I do not remember about how long.

Q. You are satisfied that it was after the date of this letter? A. Yes, sir; I know it; his visit followed up this letter, the same year.

Q. You went out of office in 1906? A. Yes, sir; but it was some time during this year, 1905.

Mr. Dominick: Now, Mr. Chairman, we have the testimony of Mr. Evans identifying this letter, and that he was visited by Mr. Felder, in Newberry, a short while after the receipt of this letter, in which he urged him to go on and accept the proposition.

Q. Did you have any other meeting or conversation with him? A. Yes, sir; I made arrangements with him to see Towill; Towill did not want to go to see him; I told Towill just to go to see him; and Boykin, too; they went to the Jerome Hotel to see him. We had another meeting; he hounded the life out of me, and he got Watson in it. In August, 1905, I did go over to Augusta to meet him. We all went over there to a carnival. He said, Where is John Bell Towill, and where is Boykin? I said I did not know, but would see Towill. He said, Come up to the hotel just one minute. We went up to the hotel, and Towill did, too. He tried to get

Wilson into it, also. I do not know what made me bring those fellows into it, but I am glad that I turned him down.

Q. Mr. Evans, you remember the time that the "T. B." letter was published? A. No, sir; I do not remember the exact time.

Q. You remember the occasion of the publishing of the letter? A. Yes, sir.

Q. After the publishing of that letter, did you have any communication with Mr. John Bell Towill? A. He called me up on the phone, and asked me if I had seen anything in "The State" this morning. I said no, as I was at the country place and he seen it before I seen it. He said, I seen the letter that Felder wrote you and I asked him where is yours. He said, I have just been looking over mine, and they are the same. He came on up to my trial, and had a letter in his pocket and showed me one of them that he had from Felder, at Newberry.

Q. What, if anything, did he say about the letter which he had or had had, in his phone message to you? A. He just said that he was looking over his letters, and said that it was about the same thing that he had received from Felder.

Q. That he had received a similar letter signed by "T. B."? A. Yes, sir; that he had received a similar letter to the one published in "The State." (Letter exhibited and marked "Exhibit A.") Said he was going to send them to Governor Blease by special delivery, and told me to meet him in Governor Blease's office.

Q. You stated that he had a similar letter and had sent them to Governor Blease? A. Yes, sir; and then he told me he did not have them. I took the train soon in the morning and he met me here, and went right straight to Duncan Bellinger's office, but he was in Charleston. When he left here he promised me and Governor Blease that he would go on up the street and get those letters. A fellow named Watson was in his office; he came down there to the office and they began talking about it. He said that he had these letters, but he said that he had given them to Bellinger, and he and I got up to go and get them. But he said that Bellinger was in Charleston. Governor Blease said, John, where is the letter? He said, I think Duncan Bellinger's office has them; being my attorney, he was going to bring them up in my case against Felder. But, he said, Bellinger is in Charleston. Then Governor Blease said that if he is in Charleston he would get him. Governor Blease then went to the phone. Mr. Towill said, Hold on, Governor, maybe he has

got back home. Mr. Towill said, Let me have the phone. He took the phone, and said the house phoned back that Mr. Bellinger was not at his house; and not at his office. Then I said, That is all right, John; we will just go up there and get him.

Q. Did you and Towill and Boykin, as a body, or as individuals, or a portion of you as individuals, ever have any conference with Felder, besides the conference you say you had in Newberry with Felder, at any place? A. Yes; Towill and Boykin, at the Jerome Hotel.

Q. Were you in that conference? A. Yes, sir.

Q. It was along the same frameup? A. Yes, sir.

Q. Was there any conference ever held out of the State? A. Not after that; and Boykin turned him down right then and there, in the room.

Q. Was any conference ever held by any member of the Board with Felder in Augusta? A. John Bell Towill and myself were over there. There was a carnival there that week and we went over to it, and Felder was there, and he got Watson to ask us to come up to the hotel. I told him Towill was there, but I had not seen him.

TESTIMONY OF G. DUNCAN BELLINGER.

Mr. G. Duncan Bellinger was duly summoned to appear and testify before the Commission, being duly served by the Marshal, James S. Wilson. He appeared and testified as follows:

MR. G. DUNCAN BELLINGER, being duly sworn, deposed and said:
Questions by Mr. Dominick:

Q. Mr. Bellinger, you are the son of Mr. G. Duncan Bellinger, who was one of the attorneys for Mr. John Bell Towill? A. Yes, sir.

Q. Please state to the Commission what connection, if any, or what communications, if any, you have had with Mr. Towill, with reference to certain correspondence or letters from T. B. Felder? A. Well, sir, a short while after my father's death, Mr. Towill came to me and stated that he had in his (my father's) possession a certain letter from Mr. Felder.

Q. Mr. Thomas B. Felder? A. Yes, sir; and asked that I make a search of the files to obtain that letter for him. You understand, that was not a direct communication, but a verbal communication from Mr. Towill to me. I went through the files, and, as I recollect, I turned over to him one letter; that was in May, or probably June,

or July, 1910. It was a letter which Mr. Towill identified as one of the letters desired by him. Now, gentlemen, the contents of that letter I do not know, but I turned it over to him, at his request. He also stated that there was another letter written by Mr. Felder. I made a search for that letter, but I did not find it then. Mr. Asbill made a request for the letter. I made a search. Also had a request for the letter from Colonel Nelson, and made another search. And Governor Blease also spoke to me about it, and I stated to him that I was not able at that time to find that letter. Now, if that letter was in father's possession, I do not know where it was. I was then clerk in my father's office, at the same time studying law.

Q. Did you not make a search during some time in March, or April, of this year, at the request of Mr. Towill? A. Yes, sir, I did; I have made several searches, but just at what time I do not know.

Q. Do you recall just about what time the alleged Felder letter to Mr. Evans was published in the papers—that is, did you make a search along about that time—about the time Judge Gaston died? A. Just about that time, I made a search for it, at request of Mr. Asbill, and it was a short time after that that I made a search for the Governor, and I stated to him that I could not find it. They were not in the possession of Mr. Bellinger.

Q. Mr. Asbill was the attorney for Mr. Towill? A. Yes, sir. That was the only reason that I would have said anything about it, for I knew he was Mr. Towill's attorney.

Q. The letters which you found, were those found in 1910? A. Yes, sir; just a short while after father's death. I could not recall them to save my life. Of course, you gentlemen must understand that my idea is as to this, as it has been some time since I have referred to those files, and, in regard to those letters, it was in 1910.

Q. The principal thing I want to get at, and the line of my examination, Mr. Bellinger, was that some time in March or April, of this year, Mr. Towill, or his attorney, had requested a search for letters, general letters, which were turned over to your father; and you made that search, and no additional letters were found? A. No, sir; I have not been able to find them.

Q. He requested, as I understand it, a general search for letters, but specified one in particular? A. When I found one letter, he said there was another which was of greater importance; and, at the same time, I made the search, but was unable to find it.

Q. And that which was of greater importance, was along about the time of Judge Gaston's death? A. No, sir; it was in May or June, 1910, when Mr. Towill made a request for these letters, and I found one of them, and he stated that there was another letter which was of greater importance than this; and I have made search from time to time for any letters that might be there, that were turned over by Mr. Towill to my father.

Q. I suppose this same request was renewed this year? A. Yes, sir; from time to time during the spring of this year.

AFFIDAVIT OF JOHN BELL TOWILL.

By resolution of the Commission, it was ordered that a summons issue against John Bell Towill, to be and appear before the Commission, and then and there testify as to the matters and transactions specified in the summons. The Marshal, however, failed to serve this summons personally, and, subsequently, Mr. Towill not appearing, a mandatory order was made that the Marshal do serve him personally. He was so served, and, instead of appearing, sent, through his counsel, Mr. George Bell Timmerman, the following affidavit, which the Commission, for the time being, accepted in lieu of his testimony:

State of South Carolina.

Personally appeared before me John Bell Towill, who says on oath: That while he was a member of the State Board of Control of the State Dispensary he received several letters from one T. B. Felder, Jr., of Atlanta, Ga. I was called over the telephone by a party who said he was T. B. Felder, Jr., and requested to come to Atlanta, Ga., to Felder's office. The voice sounded like said T. B. Felder, Jr.'s. Two of the letters received by me are hereto attached. I gave Gen. G. D. Bellinger, my attorney, three other letters from Felder. I have tried to get these letters from the son of General Bellinger, but have failed to get them, as he has been unable to find them. These letters were seeking an appointment with me.

On one occasion while on the State Board of Control, while in Columbia, Mr. H. H. Evans told me that T. B. Felder, Jr., was at the Jerome Hotel and desired to have a conference with Mr. L. W. Boykin, Mr. Evans and myself, in his, Felder's, room. Mr. Boykin and I went to Mr. Felder's room, in the Jerome Hotel, and there found Felder and Mr. Evans. After getting in the room, Mr. Felder said he was very glad to be able to get with us, that he had a plan

he wanted to discuss with us. He asked each whether he would stand for re-election to the Board. I told him I did not think I would. Mr. Boykin told him the same. Mr. Evans told him "he was born running," and he would certainly run. Felder talked about the liquor business. Said he controlled or could control several large distilleries. That the money in the liquor business was not in dealing in bulk, but in selling bottled liquor. He said he had a plan whereby we could make big money. That the State Dispensary was now buying yearly about \$2,000,000 worth of goods, that there was no good reason why we could not organize a company and get the principal part of this business, and besides providing offices in this company for each of us with salary that handsome dividends could be made. That the business would be permanent and not dependent on the South Carolina trade, but that we could sell in other States. He proposed that Mr. H. H. Evans, Mr. L. W. Boykin and myself should own and control one-half of the stock in the proposed company, and he and his associates should own and control the other one-half, so neither could take advantage of the other. The company was to do the business of buying, bottling and selling liquors, with headquarters at Peoria, Ill., the center of the liquor business in the country. He explained his plan to us and talked a good deal, to all of which deponent listened, and then left the room.

(Signed) JOHN BELL TOWILL.

Sworn to before me this 23d day of November, A. D. 1911.

JNO. C. CLOVER, (L. S.)

Notary Public for S. C.

AFFIDAVIT OF L. W. BOYKIN.

Mr. L. W. Boykin was duly summoned and personally served to be and appear before the Commission to testify as to the matters and transactions specified in the summons, and his counsel presented to the Commission the following affidavit, and for the time being the Commission accepted the affidavit instead of requiring Mr. Boykin's presence:

State of South Carolina, Richland County.

I am giving, to the best of my recollection, all that transpired between me and Thomas B. Felder, of Atlanta, Ga., during the year 1904-5. It is hard to recollect in detail all that occurred six or seven years ago, but I am stating, to the best of my recollection, what passed between us.

During the winter of 1904 I received three or four letters from Mr. T. B. Felder. These letters were written from Atlanta, Ga., and in them he requested me to make appointments to meet him either in Augusta or Savannah, and also either in Atlanta, or Charleston, S. C. I also received one or two telegrams, in which he asked me to meet him at certain places, but I can't remember now where, but do recall in one of the telegrams he asked me to meet him in Charleston, S. C. I feel certain I did not reply, either to his letters or telegrams, but if I did reply it was only to say that I could not meet him. I did not keep the letters or the telegrams which I received from Mr. Felder, but suppose they were destroyed with my accumulated mail, as I do not preserve any of my correspondence. Up to this time I had never met T. B. Felder.

During the early part of the year 1905 I was in the city of Columbia, S. C., and a colored boy, who I think was a porter at the Jerome Hotel, brought me a letter from Mr. Felder, in which he asked me to meet him that night at his room at the Jerome Hotel. I did not write a reply, but told the boy to tell Mr. Felder that I would meet him.

I recollect telling Mr. H. H. Evans of having received this note from Mr. Felder, and Mr. Evans advised me to go to meet him. I went to the hotel that night, but do not recall whether Mr. Towill went with me. Towill and I were staying at the Columbia Hotel, and he may or may not have gone with me, but anyway we were together at Felder's room at the hotel, and I am under the impression that we went there together. Mr. Evans either went with us to Mr. Felder's room or we met him there, I do not now recall which.

After talking awhile, Mr. Felder asked me if I expected to run again for the Board of Control, and upon my telling him no, he asked me who was going to run and who would be elected, and if I could control the person or persons who were elected. I told him I didn't know who all were going to run or who would be elected, but mentioned the names of certain parties who were spoken of as probable candidates. I told him that I was on good terms with these parties, but that I could not control any of them and did not desire to do so, nor would I attempt to do so. He said he had a plan which he wanted to discuss with us, and while I cannot recall the details, it was about as follows, to wit: He said that the State Dispensary was now buying about two million dollars' worth of goods, and he proposed that Evans, Towill and I should go in with

him and form a company, and we could sell the Dispensary the biggest part of these goods; that he, Felder, controlled or could control the output of several large distilleries, and that by forming this company and selling the Dispensary we could make a pile of money out of it. My recollection is, he said that one of these distilleries was in Peoria, Ill., and Peoria was about the center of the whiskey business. He went on talking, and when he got through I told him I could not go in any such scheme, and in a short time we left the room. I have not seen Mr. Felder since that time, or had any talk with him, and heard nothing more of him until I saw by the newspapers that he had been retained to assist the Attorney General in the Dispensary matters.

(Signed) L. W. BOYKIN

Sworn to and subscribed before me this day of November,
1911.

GEORGE BELL TIMMERMAN, (L. S.)

Notary Public for S. C.

The following are the letters which went before the grand jury, Messrs. Evans and Towill verifying the handwriting and signatures as being that of Thomas B. Felder, and well known to them, and which letters they had received from him by United States mail.

Fire Proof.

EUROPLAN AND AMIPLAN.

Will V. Zimmerman, Manager.

C. J. Owens, Asst. Mgr.

THE PIEDMONT.

Atlanta, Ga., Oct. 2, 1905.

Dear Hub: I have just returned from Peoria, Ill. I have framed up our company in such a way that we will be able to make all the money out of it by the time your term as Commissioner expires as we will reasonably need and you can then retire. I want you to think seriously of the plan which I submit and make an appointment as soon as possible, either here or elsewhere, and I can discuss with you more fully and satisfactorily the details. The plan is sufficiently feasible to justify our taking your associates in on the ground floor. It is this: the capital stock of the company at present is \$100,000—owned by you and I. It is all paid for and I have the actual custody of the stock. Hull, the general manager of Clarke Bros. & Co.,

wants an interest, and we may need him, but not at present. If we can get for October, November and December large orders from Carolina, I can issue \$500,000 of preferred stock of the company, sell it to parties who have already agreed to purchase, we can *divide* the proceeds from the sale of the preferred and then do one of two things—sell the common and let some new company run it, or run it ourselves. Meantime we will have in hand \$250,000 each, less such sums as we may have to pay to others to secure business in the meantime. Now, Hub, I want you to give this matter your serious consideration and co-operation. If you will do it, I will make you a fortune and that very quickly. Wire me when and where you will meet me upon receipt of this. We have very little time in which to “pull the scheme together.” Have been working on the plan several months and now have it perfected. I have a brother-in-law in Indiana, a millionaire, who assisted me in working out the plans, and will assist me in selling the preferred stock as soon as we can make a good showing. He has, as all other very rich men, accumulated his fortune by the manipulation of stocks. There is enough in this plan to justify us in paying more for business than any one else can afford, as you will perceive. Then, too, as Clarke Bros. & Co. are the largest distillers in the United States no one can be criticised for giving them large orders. Whatever is done must be speedily done. Can you get your associates to meet us here or in Augusta right away? Now, Hub, don’t dilly-dally about this, for, after months of labor, my plans are mature and we can make a killing.

Yrs.,

(Signed) T. B.

October 7, 1905.

Dear Hub: Wire me on receipt of this when the Board of Control meets to purchase supplies. I am informed the next meeting occurs on the 12th. Can you arrange a meeting with the other two sometime between now and then? You must do something for us at the next meeting. Our representative is working the Ala. dispensaries this week. Will devote next week to Ga. and is getting great results. I am surprised that you are not, under the circumstances, taking more interest in our enterprise. A good “shove” in Oct. will put us on easy street. After this the business from Ga. and Ala. will give us big profits. Let me hear from you by return

mail when and where I can see you. I want to go over the situation with you fully.

Yrs.,

(Signed) T. B.

Thos. B. Felder.

Dan'l W. Rountree.

FELDER & ROUNTREE,
Attorneys at Law.
1109-12 Century Bldg.

Atlanta, Ga., November 20, 1905.

Hon. H. H. Evans, Newberry, S. C.

Dear Hub: I will be in Charleston, S. C., on Thursday, at the Charleston Hotel. I expect to go then to Columbia and be there Friday and Saturday, leaving Saturday afternoon for Washington.

Wire me, care Charleston Hotel, if you can meet me at the Jerome Hotel, Columbia, either Friday or Saturday. I must see you before going to Washington.

Yours very truly,

(Signed) THOS B. FELDER, JR.

July 26, 1905

My Dear Towill: Evans, of Newberry, came over to see me on yesterday relative to the institution of suits against certain papers published in your State for malicious libel of the Board of Control. I assured him that it would be the pleasure of my partner and self to bring the suit at the proper time and when the trial comes on to make the "fur fly." When I saw you in Columbia, I discussed with you somewhat at length a business proposition which is permanent in its character and which if you become interested will pay you handsomely, both in salary and dividends on stock for all time and the future success of the project will in nowise depend upon the State of S. C. I must see you very soon so that the details can be arranged and if you will come to Atlanta for a day I feel sure you will be interested. I leave here Friday afternoon for Chattanooga, whither I go to try a case on Saturday, returning Sunday night; any other day will suit. I already have Ga. and Ala. fixed. Won't you let me know by return mail or wire just when to expect you? If after investigation you should decide not to go in then there will be no harm done.

Hoping for a prompt reply, I remain,

(Signed) T. B. F., JR.

European Plan.

Cable Address, "New Willard."

THE NEW WILLARD.

Pennsylvania Avenue, Fourteenth and F Streets.

F. S. Hight, Manager.

Washington, D. C., March 20, 1906.

My Dear Towill: I enclose letter from Hull, which is self explanatory. Do you propose to join me in the Dixie Co.? Can you meet Hull and myself here within the next ten days? If you will join me and take the active field management of the Dixie Co. we can make a good thing out of it. Let me hear from you by return mail.

Very truly,

(Signed) T. B. FELDER, JR.

Upon handing out the indictment the solicitor swore Messrs. Evans, Boykin and Towill, who appeared before the grand jury and submitted to them all the letters hereinbefore set forth, as well as several other letters in the handwriting of the said Felder, to show the genuineness of the letters in issue, in addition to the testimony of the witnesses above mentioned.

The indictment against Thomas B. Felder was handed to the grand jury of Newberry county on Monday morning, November 27, 1911, which was the first day of the fall term of the General Sessions Court for that county. As is shown by the official stenographer's notes, Judge George W. Gage called special attention to this bill, and, in substance, charging upon the bill, told the grand jury that if they were satisfied of the truth of the allegations of the indictment, beyond a reasonable doubt, they should find a "true bill;" otherwise they should find a "no bill." Shortly after the Court reconvened following the dinner recess on Monday afternoon, Judge Gage told the grand jury that the Court was out of work and waiting on the grand jury, and that if all the witnesses in the Felder case had testified before them he would suggest that the other bills be taken up first, in order to keep the Court busy. On Wednesday morning Judge Gage, in answer to a question from the grand jury, gave another charge upon this indictment, in which he said that this case "arose out of that terrible experiment which the State was induced to make some twenty years ago, and that was an honest effort to make respectable a nefarious business; that of selling liquor to men. I trust," he said, "the State has tried that experiment to its heart's content." The alleged crime was charged to

have been committed some six years ago. The grand jury, he said, was bound to know the public history of these Dispensary prosecutions. He gave a brief history of them and the results, naming, among others, the prosecutions against Boykin, Towill and Evans, the only three witnesses on the Felder bill, the prosecution against Evans having been brought in the Newberry Court and having been nol-prossed by the State. He charged the grand jury that they had a wide discretion when it came to considering whether prosecutions were brought in good faith and would result in the public good.

His charge that the grand jury should be satisfied of the guilt of the accused beyond a reasonable doubt, created considerable interest and comment throughout the State; so much so that one party wrote to him asking if he had been correctly quoted. His reply to this, which was published, corroborated the report of his remarks, as will appear from the following correspondence:

Yorkville, S. C., December 13, 1911.

Hon. G. W. Gage, Chester, S. C.

Dear Sir: Enclosed is a clipping from the Newberry Herald and News that explains itself fully.

If your Honor will pardon me, I will say that I would not think of addressing a Judge on a subject like this except for the fact that I am in doubt as to the correctness of the statement of the Herald and News. In other words, while I have no doubt as to the motive of that paper, I think it must be mistaken.

According to my understanding of the duty and power of a grand jury, it is the business of that body merely to make sufficient inquiry to satisfy itself as to whether there is probable guilt, and it is up to the petit jury to decide whether guilt has been established beyond a reasonable doubt.

I have seen it stated that your Honor told this grand jury that if it saw proper to do so, in the belief that its action was for the public good, it could throw the case out, regardless of the proof and the correctness of this position I can understand and appreciate.

If it is the pleasure of your Honor to straighten out the matter in dispute between the Enquirer and the Newberry Herald and News, the kindness will be very much appreciated. I am,

Very truly,

W. D. GRIST,
Editor Yorkville Enquirer.

Chester, S. C., December 14, 1911.

Mr. Dear Mr. Grist: I am in receipt of your letter of yesterday, with enclosure, and I note same.

I cannot, of course, recall the words I used in charging the grand jury of Newberry in the Felder case; but my recollection is, John Aull, who is the Court stenographer, took down the words and would certainly report them correctly.

But the charge, as repeated, is in line with that I have in recent years made to grand juries.

I doubt not but that your statement of the law is more literally correct, to wit: If the testimony reasonably establishes the truth of the bill, then there ought to be returned a true bill. But as a practical matter, I have found that it is not worth while to enter on the trial before a petit jury, where testimony for the defense is heard, in cases where the testimony for the State alone left a reasonable doubt of guilt; for, in such a case, there ought to be a verdict of not guilty. My practice has been, in late years, to charge the grand jury generally, that if all the witnesses for the State left them in reasonable doubt about the defendant's guilt, then to return no bill.

You will see, therefore, if there be error it is not one of fact by the Newberry paper, but one of law by me.

Yours truly,

GEO. W. GAGE.

To W. D. Grist, Yorkville, S. C.

After having the bill under consideration from Monday morning until Wednesday noon, and having heard three separate and distinct charges from his Honor, Judge Gage, the substance of which are set out above, the grand jury returned a "no bill."

The Commission is constrained to believe that the charge of the presiding Judge to the grand jury, which it conceives to be an anomaly in the administration of the criminal laws of the State, and his attitude towards the case, is, to a great extent, responsible for the failure to indict the said Felder; the records now submitted before you conclusively showing to any unprejudiced party that he was guilty of the offense of which he was charged.

CLAIM OF CAROLINA GLASS COMPANY.

During the month of April, 1911, the attorneys for the Carolina Glass Company petitioned this Commission for a rehearing on the

judgment of the former Commission, passed in the matter of the claim of said company. After argument by the attorneys for the company and the Attorney General for the State, the Commission decided that as practically two former Commissions had passed upon this claim, and also the Supreme Court, and as no new matter was submitted in this petition for rehearing, or in the argument made, they did not feel that they should reopen this matter; holding these views, the Commission did not enter into or consider the merits of the claim, and on May 16, 1911, adopted the following as their order:

IN THE MATTER OF THE CLAIM OF THE CAROLINA
GLASS COMPANY AGAINST THE STATE DISPEN-
SARY OF SOUTH CAROLINA.

The former members of this Commission, on the 17th of November, 1909, upon an investigation and examination authorized by law, found that the claim against the State Dispensary presented to it by the Carolina Glass Company for \$23,013.75, was not properly allowable as a just liability against the State; but that by overcharges made in excess of the fair and reasonable price for goods sold to the State Dispensary in the manner described by said Commission, the said company was due the State \$51,432.99, which being offset against the claim of said company of \$23,013.75, would leave remaining due the State by said company the sum of \$28,419.24. From the judgment of the Commission, based upon the facts upon which the claim was disallowed as a just liability of the State, the Glass Company appealed to the Supreme Court of the State, which has affirmed the decision of the Commission. Thereafter the former members of the Commission required of County Dispensary Boards to pay over to them, and they received as moneys of the State, the sum of \$21,905.76, which they held as money belonging to the State of South Carolina, but which the Glass Company contend was applicable to pay certain debts due by the County Dispensary Boards to it. This sum of money was turned over to us by the former members of this Commission as money belonging to the State, and we received it as such. The Acts of the Legislature, which govern our duties, contemplates that we should pay to the State Treasurer all surplus money in our hands belonging to the State after deducting expenses and paying all liabilities of the old State Dispensary. This is certainly not a liability of the State Dispensary contracted before these Acts were passed.

It is certain that we have no right whatever to interfere with the judgment in favor of the State by the Commission and affirmed by the Supreme Court as to the claim of \$23,013.75. The right of the State has been judicially fixed and determined and the judgment has been acted upon. Nor do we see how we can turn over to the Glass Company the money collected from the County Dispensary Board. By the opinion of the Supreme Court this money was the State's. The Glass Company had only a debt against the State. It was not the money of the Glass Company. The former members of the Commission, by virtue of the provision of the law, took it as money of the State and we received it from them as such. We must now, in our opinion, pay it over to the State Treasurer in accordance with law, in the performance of our duty. If the former members of the Commission have acted illegally in taking charge of this money, we suppose a remedy may be found against them, and if there is none, the Glass Company may seek relief from the Legislature. So may the attorneys who claim a part of said sum so collected from the county board. We do not decide anything as to the merits of the company's claim. We simply determine that we ought not to review the action of the former members of this Commission in this particular case, for the reason stated, and that it is our duty to obey the law and to turn this money into the State treasury, there to be disposed of as the Legislature sees fit or the law requires.

We, therefore, deny the application of the Carolina Glass Company and dismiss the proceeding.

From this order no appeal was taken. Thereafter the Glass Company petitioned for a rehearing of the order of this Commission, which, after due consideration, inasmuch as it contained nothing new, or any other ground calling for action than those theretofore stated, was refused. Some time thereafter, and after the time for appealing had expired, mandamus proceedings were begun in the Supreme Court, to compel this Commission to reopen and pass upon said claim. This Commission filed a return, setting forth all the facts of the case, and the Carolina Glass Company voluntarily discontinued the proceeding. We are informed that actions have been or will be brought in the United States Court by the company against the individual members of the former Winding-up Commission to recover the amount claimed by said company.

RICHLAND DISTILLING COMPANY.

Upon taking charge and organizing, we found that there was pending in the Court of Common Pleas for Richland county an action brought by the State of South Carolina against Richland Distilling Company. The summons and complaint was served upon the company through an employee or caretaker of that company, then in charge of the property, on November 19, 1910, and by order of Court, A. M. Lumpkin, Esq., was appointed as receiver, duly qualified, and took charge of the property of defendants. The defendant company, however, as we are informed, has never made any appearance either to answer the complaint or to take any other action in the case. The complaint was filed by the Attorney General. Nothing further appears to have been done except to obtain an order of reference. This was on February 14, 1911. The case has been delayed for reasons which do not appear upon the records and about which this Commission has no knowledge.

The Commission, not being satisfied with the litigation in the charge of Anderson, Felder, Rountree & Wilson, attorneys for the former Commission, adopted, May 16, 1911, the following as the Commission's decision in reference to the status of the litigation against said company, which was duly forwarded to the Attorney General:

IN THE MATTER OF THE CASE OF THE STATE OF
SOUTH CAROLINA AGAINST THE RICHLAND DIS-
TILLING COMPANY.

This case having been commenced by the Attorney General and his associate counsel, Messrs. Stevenson & Abney, on the day of November, 1910, and before our appointment as members of this Commission, upon such information and advice as the Commission may have had; but as the records of the Commission, turned over to us, do not sufficiently or adequately afford us such information upon which to form an opinion as to the propriety or wisdom of continuing the case or making any attempt under the powers conferred by law to settle and adjust the claim, and as we are not satisfied with the conduct of the litigation of the Commission by Messrs. Anderson, Felder, Rountree & Wilson, under the agreement with them, which we have terminated, or with their statements; but finding in the minutes of the Commission that they, on the 14th of April, 1910, found as a judgment that the Richland Distilling Company

was due the State the sum of \$672,801.37; and being desirous that the State shall suffer no loss by reason of any lack of information on our part on account of the state of the records and the failure of the attorneys who were employed, under the agreement of 1908, to comply with the terms of their contract as to furnishing the proper testimony and prosecute the suits with reasonable dispatch; and being also anxious that these Dispensary claims shall be closed out as soon as possible, as required by law; and assuming, as we must, that the Attorney General, before commencing this suit must have had grounds therefor, and that he should now bring the case to a speedy conclusion; it is

Resolved, That this Commission do request the Hon. J. Fraser Lyon, as Attorney General of the State, to proceed with said case to a final conclusion or judgment, and for that purpose he may, if he is so advised, employ other attorneys of this State, as associate counsel, to assist him in such further prosecution, or continue the said Stevenson & Abney in said case, upon such reasonable fees as he may think proper, to be paid out of whatever amount may be recovered in said case, subject to approval of this Commission. The costs, which this Commission or the State may be liable for in the event of failure to recover judgment, shall be estimated by him and reported to the Commission for approval or rejection before he shall proceed further with the case. He is further authorized to adjust or settle with said company, or its officers and stockholders, the claim of the State, subject to the approval of the Commission.

To this letter the Attorney General replied as follows:

J. Fraser Lyon,
Attorney General.

M. P. DeBruhl,
Asst. Attorney Gen.

STATE OF SOUTH CAROLINA,
Attorney General's Office.

Columbia, May 29, 1911.

State Dispensary Commission, Columbia, S. C.

Gentlemen: Responding to your letter of recent date in reference to the case of *The State of South Carolina v. The Richland Distillery Company*, beg to advise that several of the statements made by you do not accord with my information upon the subject. However, I do not deem it of sufficient importance to take up your

valuable time with a matter which may not affect the real question propounded. I will, therefore, endeavor, as far as I think necessary to an understanding, to give you the facts concerning this litigation.

The suit was commenced by Messrs. Anderson, Felder, Rountree & Wilson under an agreement had with your predecessors in office, after they had, as I am informed, collected sufficient information upon which to base the action. This firm employed as their associates and at their own expense Messrs. Abney & Stevenson, and while my name as Attorney General appears as counsel in the case, it was only nominally so for the reason that the law under which you exist provides for the employment of counsel other than the Attorney General to conduct such litigation. And so it has been that the above-mentioned attorneys, who appear upon the record as my associates, have had active management of the case since its inception under the agreement with your predecessors in office.

You are in one sense correct when you assume that I must have had grounds for commencing this suit, but wholly incorrect in another; that is, if you have assumed that I am in possession of all the facts necessary to a successful termination thereof. The suit was brought by the attorneys above mentioned with my consent. They were, as I am informed, in a position to prove the case. They had collected \$34,700 in cash on the claims and placed the property of the Richland Distillery Company, located in this city, in the hands of a receiver and were undertaking to make a settlement of the balance of the claim when you discharged them. So it was under these circumstances that the case was instituted and is now delayed.

As to your resolution requesting me to proceed with the case to a final conclusion, and if so advised employ other counsel in this State to assist, or to continue Messrs. Abney & Stevenson, I beg to advise that Messrs. Abney & Stevenson are no longer connected with the case, their employment having been solely through an arrangement, at my suggestion, with Mr. Felder. They cannot, therefore, be continued, their connection having been ended with your discharge of Messrs. Anderson, Felder, Rountree & Wilson.

Besides this, Mr. Abney states to me that he cannot be retained further in the litigation under present conditions, and I have no doubt that Mr. Stevenson will take the same position. I beg to further state that all of the above mentioned attorneys were

employed with my approval, and contrary to the views you have expressed, it is my opinion that they have all been diligent, faithful and efficient in conducting this piece of litigation, as well as discharging all other duties which they have undertaken. Such being my view of this matter, I suggest that if you think this litigation should be continued, you enter into an agreement with an attorney or attorneys who are familiar with the facts and the law of the case, subject to my approval under the Act of 1907, to conclude the litigation. Section 3 of the Act of 1907, page 835, authorizes you to employ such assistant counsel as may be approved by the Attorney General. I further suggest that you do not undertake to delegate to me authority reposed in you under the Act of 1910, to adjust or settle this claim. Section 1 of this Act, page 876, provides "that the State Dispensary Commission is hereby authorized and empowered, in addition to the powers heretofore conferred upon it, to pass upon, fix and determine any and all claims of the State against any and all persons, firms or corporations doing business with the State Dispensary, and to fully investigate transactions by any and all persons, firms or corporations with the State Dispensary, and to make settlement of all claims in favor of the State against any such persons, firms or corporations, and collect and receipt for the same."

As you see, under the law the responsibility in these matters rests upon you, and I suggest that it would be better to closely follow the statute and exercise the authority given you and discharge the duty imposed upon you thereby. I further suggest, that both your committee and I, with reference to employing counsel as well as the settlement and adjustment of claims, follow the Acts above referred to and thereby avoid any confusion of duties which rest upon us.

As to the litigation, I beg to advise that when you have ascertained facts sufficient to justify a continuance of the case and placed the same at my disposal I will then be able to proceed, but having been cut off from the source through which practically all information has come, and through which I had anticipated other information would come, by the dismissal of Mr. Felder, it is impractical to proceed before you supply the necessary facts. You have full authority under the various Acts providing for winding up the Dispensary to investigate this matter, and I feel confident that if you exercise these powers you will be able to furnish me with the facts necessary to proceed, and when the facts are so ascertained we will then be in a position to determine whether it is necessary to employ

associate counsel, as provided under the Act of 1907. I will, of course, do all in my power to co-operate with you, as I have with your predecessors, but I will be unable to proceed with this litigation with any reasonable hope of success without your furnishing me the facts, or providing therefor, as was done by your predecessors.

Yours very truly,

JFL—O.

J. FRASER LYON, Attorney General.

The Commission did not feel that it was under any absolute statutory obligation to prosecute this case, but that the duty devolved upon the Attorney General, who commenced it.

No further action having been taken in the case, and the Commission desiring under its powers to effect a settlement of the case, if it could be done, employed counsel upon terms and conditions satisfactory to it (which will be found in the records of the Commission) to take charge of the matter. Counsel reports that there are negotiations looking towards a settlement, which have been entered into and are now pending.

MURRAY PROCEEDINGS IN CONNECTION VOUCHERS.

Upon the organization of the present Commission we realized the necessity of having a thorough examination made of the accounts of the State Dispensary, and especially such as pertained to the settlement of various claims of large amounts. After due consideration the Commission engaged the services of an accountant, and, at his suggestion, the Commission desired to examine certain vouchers which were in possession of Dr. W. J. Murray, Chairman of the former State Dispensary Commission. Request was made upon Dr. Murray for the vouchers desired and the same was refused by him. He was duly summoned before the Commission on a subpoena *duces tecum*, but he still declined to produced said vouchers, claiming the same to be individual property and that they belonged to the individual members of the Commission for their protection in case of investigation. This necessitated contempt proceedings on the part of the Commission, which were had, and the matter finally went before the Supreme Court of the State in *habeas corpus* proceedings; and the Supreme Court decided that this Commission had a right to an inspection of these vouchers at such time and place as would be convenient to the Commission, but the party was discharged from custody.

We append to this report as Exhibit "A" a statement of the assets found to be on hand belonging to the State Dispensary on February 16, 1907, to which is added all other additional assets received by the former Commission, making the total to be \$1,365,153.94. The discounts amounting to \$83,559.44, included and added in this statement, were made by the American Audit Company and ranged in amounts from four per cent. to thirty-three and one-third per cent., on account of depreciation of stock, unsaleable goods, etc. The real estate, listed at \$57,073.31, is now in the hands of the State Sinking Fund Commission.

Exhibit "B" is a statement of the cash received by the former Commission, which aggregated \$1,091,338.86. It shows the total amount of cash received from sale of stock, supplies, etc., to be \$657,702.40.

Of the amounts received in cash, there was placed in the hands of the former Commission upon their organization, or a short while thereafter, the sum of \$209,518.16, which consisted of \$129,218.07 in the hands of the State Treasurer, and \$80,300.09 collected from the county dispensaries and exdispensers and accounts, both of which amounts had been earned by the old State Dispensary, and practically the entire amount was in hand in cash.

The former Commission received as interest on deposits and accounts \$60,003.74, and this amount, added to the amounts received from the State Treasurer and county dispensaries, as heretofore shown, makes a total of \$269,521.90.

There has been turned over to the State Treasurer by the former Commission \$372,363.75 (see Exhibit "C") and to the present Commission \$28,737.95 and \$4.12 deposited in the National Loan and Exchange Bank and Palmetto National Bank, respectively, making a net total of all cash on hand at the beginning and that which was received thereafter, from all sources, "graft" account, sale of stock, supplies, etc., to be \$401,105.82. Deducting from this amount the cash on hand or received shortly after the organization of the former Commission, and the interest received, we find that the net result of all the cash realized from the sale of the assets of the State Dispensary, "graft" account, overjudgments, etc., has amounted to only \$131,583.92, the said amounts deducted not being realized from the sale of the assets, but was already on hand or earned as interest on deposits.

Exhibit "C" is a statement of the disbursements of the former Commission.

According to the report of the American Audit Company, there was due to distilleries, liquor dealers, brewers, breweries and for supplies, \$737,592.43.

The former Commission paid on this account in cash, as shown by this exhibit, \$388,640.23 to liquor dealers, \$15,506.34 for supplies, and sold to or returned whiskey to dealers valued at \$124,161.63, making a total of \$528,308.20.

We find that the reports of the former Commission show that \$151,685.93 was received on the "graft" account, and that \$13,292.03 was refunded to those who had paid it, leaving as the net amount collected and turned over to the former Commission from that source \$138,393.90.

Fifty-one thousand, one hundred and seventy-four dollars and forty cents was deducted from the amounts of claims due by the State Dispensary on account of overcharges on those claims, and \$122,297.72 was deducted from the same claims on account of over-judgments found against the claimants in the matter of old and prior sales made to the State Dispensary, as is shown by settlement Voucher No. 881, of Anderson, Felder, Rountree & Wilson. Adding these three last items together, we find that the entire and gross amount recovered for the State on account of "graft" and reductions of accounts amounted to \$311,866.02, plus \$23,013.75, amount of claim of Carolina Glass Company, making a total of \$334,879.77. The expenses of the former Commission, as shown in Exhibit "C," amounted to \$280,981.83. Among these expenses, as shown by the reports, resolutions and books of the former Commission, there was paid as attorneys' fees and expenses and detective services \$181,183.87, and in addition to this amount \$15,000 of this fund has been appropriated and placed at the disposal of the Attorney General by the General Assembly for the prosecution of violators of the Dispensary law, making the total for attorneys' fees, expenses and detective service to be \$196,183.87. Of this amount it appears that the firm of Anderson, Felder, Rountree & Wilson received from the Commission and retained from collections made by them as fees for their services the sum of \$145,338.29, of which \$125,083.43 was paid by the Commission in cash and the balance, \$20,254.86, was withheld and retained by them as fees and commissions on amounts collected by them.

It appears that some part of the amounts paid to attorneys other than Anderson, Felder, Rountree & Wilson were afterwards collected from the liquor houses engaged in the litigation in the United States Court, by certain amounts being deducted by the former Commission from the claims due these liquor houses by the State, but we have been unable to find anything in the books or records of the former Commission that would show what portion of these amounts was for attorneys' fees and expenses and what portion was for costs and disbursements properly allowable and taxable in the United States Courts against the liquor houses. It appears to us that, under the terms of the contract with Anderson, Felder, Rountree & Wilson (a copy of which contract is appended to this report and marked Exhibit "E"), the said firm was chargeable with these amounts which were paid to attorneys as fees and expenses, and that the power of the Commission should not have been used and exercised on these litigants to force them to pay attorneys' fees and expenses which should have been paid by the said firm under the terms of their contract.

It appears to us that other amounts have been paid by the former Commission that should have been paid by the said firm, in accordance with the terms of the contract, the fourth paragraph of which provides that "the expenses, fees, charges and all moneys in any way expended in the prosecution of said work shall be borne by the parties of the first part and no claim for any of the same shall at any time be made upon this Commission or the State of South Carolina."

Among these items we believe that a large portion of the expenses of the Attorney General, J. Fraser Lyon, should have been so paid by Anderson, Felder, Rountree & Wilson, instead of by the Commission, as well as the following items, or a large portion thereof:

Attorneys' fees to A. M. Lumpkin.....	\$ 428 42
Expense account of Niels Christensen.....	714 14
L. W. Haskell.....	50 00
Amounts paid stenographers.....	763 95
Amounts paid detectives.....	6,978 30
H. C. Highley, accountant.....	364 98
Berry Benson, accountant.....	487 10
American Audit Company.....	7,637 54

We append hereto cash statement, marked Exhibit "D," which shows in detail the receipts and disbursements of the present Com-

mission. As will be noted from the statement, \$28,737.95 was turned over to this Commission by the former Commission, and we found that there was \$4.12 on deposit in the Palmetto National Bank to the credit of the Commission. We have received since that time from the Board of Control of Georgetown county \$777.14, and from the Board of Control of Beaufort county \$660.80, which they had in hand to be turned over to the State Dispensary Commission.

We found that the funds on hand belonging to the Commission were not drawing any interest, and they were removed from the bank in which they were deposited to other banks, which are named in the statement, and deposited to the credit of this Commission, the said banks agreeing to pay four per cent. interest per annum for the time the funds were actually on deposit. In consequence of this action on the part of the Commission, \$529.73 had accrued as interest on the deposits up to January 3, 1912, and has been placed to the credit of the Commission.

As will be noted, Exhibit "D" covers the transactions of the present Commission up to and including January 3, 1912.

There are still outstanding a few additional bills against the Commission, which have been presented. These will be paid within the next few days, and the Commission will then turn over to the State Treasurer the amount left on hand, with the exception of a small amount retained by the Commission for contingent expenses.

SEVEN THOUSAND, FIVE HUNDRED DOLLARS ON DEPOSIT WITH UNION SAVINGS BANK AND TRUST COMPANY, CINCINNATI, OHIO.

On the trial of the label case (*State v. Weiskopf, Boykin, Towill and Tatum*), in Columbia, in September, 1911, it developed during the trial that there was \$7,500 in trust held by the Union Savings Bank and Trust Company of Cincinnati, Ohio, half of which, so far as we could gather, was to be paid to the State Dispensary and half to T. B. Felder, or his firm, in Atlanta, Ga. Immediately upon receiving this information, the Acting Chairman of this Commission sent the following telegram to said trust company:

Charleston, S. C., September 30, 1911.

Union Savings Bank and Trust Company, Cincinnati, Ohio:

It has developed during the trial of label case in Columbia, *State v. Weiskopf and Others*; that you hold seventy-five hundred dollars in trust, half to be paid to the State Dispensary and half to T. B.

Felder, or his firm, in Atlanta, Ga. This is to notify you that the whole of this amount belongs to the State of South Carolina, and you are forbidden to pay it or any part except to the State until the rights, if any, of the parties have been determined.

J. V. WALLACE,
Acting Chairman State Dispensary Commission.

The following letter was received in reply to this telegram:

MAXWELL & RAMSEY,
104 W. Fourth Avenue.

Cincinnati, October 4, 1911.

J. V. Wallace, Esq., Chairman, State Dispensary Commission,
Charleston, S. C.

Dear Sir: The Union Savings Bank and Trust Company have sent me a copy of your telegram of September 30th, and, after advising with our Mr. Lawrence Maxwell, who is attorney for that bank and a director, I beg to advise you that there is no immediate prospect of this money being paid out, and that at any rate no steps will be taken to distribute it until further advices from you.

Very truly yours,

(Signed) JOSEPH S. GRAYDON.

We had never received any information whatever from the Attorney General, the former Winding-up Commission, or from any records turned over to us as to this \$7,500. In our opinion the Commission, acting for the State, is entitled to the whole of this \$7,500, because it is not a collection of money made by Felder or his firm, but, so far as we have been able to gather, is held under an agreement with the State in regard to the prosecution of Weiskopf in the above entitled case.

CONCLUSION.

The Commission thought at first that it would be in a position, after a few meetings, to make a final report of the condition of the State Dispensary affairs to your Excellency, but it found at the outset that the records were in such condition (and we invite your attention to them) that it would be a most difficult task to ascertain the true status of the affairs.

We were further delayed and obstructed in our work by the former Commission refusing to turn over the vouchers, which matter is hereinabove referred to. In order that the Commission might

become familiar with the true condition of the affairs of the old State Dispensary, it was necessary to have the possession or inspection of these vouchers, and considerable delay and expense was caused by the refusal of the former Commission to turn them over; it being necessary to use the drastic process of the Commission, the proceedings finally winding up in the Supreme Court, with the result above mentioned.

An expert accountant was employed to examine into the records of the State Dispensary and of the former Winding-up Commission, and this work was necessarily tedious and required much time.

In correspondence with Anderson, Felder, Rountree & Wilson relative to their contract and the outstanding claims which they then had in their hands for adjustment, we were informed by them that the following claims were unsettled:

Richland Distilling Co., Columbia, S. C.

Alfred E. Norris & Co., Philadelphia, Pa.

Old Federal Distilling Co., Louisville, Ky.

Kohn Distilling Co., Montgomery, Ala.

Eagle Rock Distilling Co., Baltimore, Md.

Elias Block & Son, Cincinnati, Ohio.

Bluthenthal & Bickart, formerly of Atlanta, Ga., now of Baltimore, Md.

Acme Brewing Co., Macon, Ga.

Mr. Felder, who was under obligation by contract and by his professional duty to turn over the records in the cases in which he had been employed, was requested to appear before the Commission and furnish it with all facts and evidence that he had in connection with these claims, but, as hereinbefore stated, he refused to comply with the request. We have been unable to find any evidence or records of anything with regard to these outstanding claims, with the single exception of the Richland Distilling Company, which is located in Columbia, South Carolina, all of the other claims being against non-residents of the State, and in that claim nothing but the pendency of the action in the Richland county courts hereinabove referred to. The Attorney General gave us no information in regard to these claims, stating in connection with one of them that he had been cut off from his source of information by the termination of the contract with Anderson, Felder, Rountree & Wilson, and that he could not proceed any further in the case referred to unless the Commis-

sion furnished him with the evidence and facts upon which to proceed.

The Commission has, therefore, concluded that all of the above mentioned claims should be closed out, with the exception of that of the Richland Distilling Company, which is now in process of adjustment and which we had hoped would be closed up before this report to you.

As will appear from our records, several petitions were filed with the Commission by liquor houses asking for a rehearing on their claims, and certain claims were filed by individuals for detective services and salaries, all of which have been refused.

A few claims incurred by and approved by the former Commission have been paid by this Commission, as will appear by our statement of disbursements.

Respectfully submitted,

THE STATE DISPENSARY COMMISSION,

By JAS. STACKHOUSE, Chairman;
J. V. WALLACE,
FRED. H. DOMINICK,
THOS. F. BRANTLEY,
E. M. THOMSON.

EXHIBIT "A."

ASSETS OF SOUTH CAROLINA STATE DISPENSARY, FEBRUARY 16TH, 1907.

TO WHICH IS ADDED ALL ASSETS RECEIVED BY FORMER
COMMISSION.

Real estate, book value.....	\$	57,073	31
Machinery and fixtures, book value.....		9,083	36
Cash in hands of State Treasurer.....		129,218	07
Cash in hands of dispensers and in transit.....		40,976	76
Accounts due		86,780	53
Stock on hand.....		742,220	70
Add discounts deducted from stock.....		83,559	44
Insurance paid in advance.....		3,500	00
Salaries paid in advance.....		28	33
<hr/>			
		\$1,152,440	50
Add cash collections from "graft".....	\$151,685	93	
Add cash collections from interest....	60,003	74	
Add cash collections from rents.....	413	42	
Add cash collections from estate H. H. Crum	475	00	
Add cash collections from Hanis Dis- tilling Company for old wine stored in New York.....	135	35—	212,713 44
<hr/>			
Total	\$1,365,153	94	

EXHIBIT "B."

CASH STATEMENT FEBRUARY 16TH, 1907, TO MARCH 15TH, 1911.

RECEIPTS.

Cash received from State Treasurer.....	\$ 129,218 07
Cash received from county dispensaries and accounts for sales prior to February 16, 1907, but not remitted	79,880 37
Cash received from balances due to ex-dispensers....	419 72
Cash received from sale of whiskey and beer.....	422,994 70
Cash received from sale of supplies.....	17,297 19
Cash received from sale of machinery and office fix- tures	3,315 04
Cash received, interest on deposit.....	59,970 71
Cash received, Murray Drug Company, for interest on their account	33 03
Cash received from rent of cottages and storage space in Dispensary building.....	413 42
Cash received from sale of wagon and harness.....	11 25
Cash received, balance due on miscellaneous.....	12,795 34
Cash received, stock on hand at county dispensaries, taken over by County Boards of Control.....	201,300 13
Cash received from counties for constable services....	2,609 15
Cash received from railroad claims.....	510 40
Cash refunded for revenue license.....	4,525 01
Cash received from claim against estate H. H. Crum.	475 00
Cash received from return insurance premiums.....	2,586 40
Cash received from refunds.....	1,298 00
Cash received from grafts.....	151,685 93
<hr/>	
Total cash received.....	\$1,091,338 86

DISBURSEMENTS.

Cash paid attorneys' fees and expenses.....	\$ 153,950 71
Cash paid expert accounts.....	8,489 62
Cash paid for detective service.....	6,978 30
Cash paid stenographers and typewriters.....	763 95
Cash paid freight and express.....	4,909 72

Cash paid revenue license.....	\$ 4,525 01
Cash paid for insurance.....	4,253 60
Cash paid constabulary service.....	5,938 86
Cash paid Dispensary Commission, per diem and expenses	8,243 41
Cash paid other expenses.....	52,024 29
Cash paid for supplies.....	35,417 47
Cash paid office fixtures.....	11 90

Total expenses\$ 285,506 84

Cash paid State Treasurer.....	372,363 75
Cash paid liquor and beer dealers.....	388,640 23
Cash paid county dispensers in settlement of accounts, as of February 16, 1907.....	1,430 78
Cash paid County Boards in settlement of accounts..	41 13
Cash paid miscellaneous accounts.....	1,201 44
Cash refunded on account grafts.....	13,292 03
Cash paid for liquor from U. S. government.....	124.71

Total cash disbursed.....\$1,062,600 91

Balance shown by cash book March 15, 1911....\$ 28,737 95

EXHIBIT "C."

CASH DISBURSEMENTS, LOSSES, DISCOUNTS AND ALLOWANCES.

Cash paid attorneys, fees and expenses.	\$153,950	71	
Cash paid expert accountants.....	8,489	62	
Cash paid detective service.....	6,978	30	
Cash paid stenographers and typewriters	763	95	
Cash paid freight and express.....	4,909	72	
Cash paid insurance.....	4,253	60	
Cash paid constabulary service.....	5,938	86	
Cash paid Dispensary Commission, per diem and expenses.....	8,243	41	
Cash paid for supplies.....	35,417	47	
Cash paid for fixtures.....	11	90	
Cash paid other expenses.....	52,024	29	
Cash paid refunds "grafts".....	13,292	03	\$ 294,273 86
Cash paid liquor and beer dealers.....	\$383,640	23	
Cash paid county dispensers in settlement of accounts.....	1,430	78	
Cash paid miscellaneous accounts.....	1,201	44	391,272 45
Cash paid State Treasurer.....			372,363 75
Whiskey sold to or returned to dealers.....			124,161 63
Assets on hand March 15, 1911:			
Real estate turned over to Sinking Fund			
Commission	\$ 57,473	31	
Fixtures turned over to Sinking Fund			
Commission	500	00	
Cash on hand.....	28,737	95	
Due by counties for constabulary service	22,631	76	109,343 02
Allowances and discounts.....	\$ 58,505	49	
Loss on accounts.....	15,233	74	73,739 23
Total	\$1,365,153 94		

EXHIBIT "D."

1911. CASH STATEMENT.

Mar. 29.	Amount on deposit at the National Loan and Exchange Bank	\$28,737	95
	Amount on deposit at the Palmetto National Bank		4 12
June 2.	Amount received from Georgetown county...	777	14
	9. Amount received from Beaufort county.....	660	68
July 1.	Interest Palmetto National Bank...\$	36	00
Oct. 1.	Interest Palmetto National Bank...	83	77
	16. Interest Bank of Bishopville.....	69	25
Dec. 31.	Interest Bank of Bishopville.....	26	69
1912.			
Jan. 1.	Interest Enterprise Bank.....	75	00
	2. Interest Palmetto National Bank...	78	13
	3. Interest Newberry Savings Bank... 160 89—	529	73
<hr/>			
	Total receipts	\$30,709	62
	Disbursements exhibit, 1912.....	3,716	13
<hr/>			
Jan. 3.	Cash balance on hand.....	\$26,993	49

DISBURSEMENTS.

Amount paid members of Commission, per diem and expenses	\$ 2,347	74
Marshal's per diem and expenses and Sherff's cost.....	169	34
Witness fees and mileage:		
Avery Patton	\$12	10
J. S. Brice.....	9	60
John McSween	8	00
A. N. Wood.....	12	50
J. L. Thorpe..... 35 45—	77	65
Accountants	300	00
Stenographers	282	90
Attorneys' fees	500	00
Miscellaneous	38	50
<hr/>		
Total	\$ 3,716	13

DISBURSEMENTS OF PRESENT COMMISSION.

Voucher No.		Amount.
987	T. F. Brantley.....	\$ 43 89
988	F. H. Dominick.....	52 90
989	B. F. Kelly.....	87 25
990	James Stackhouse	57 75
991	J. V. Wallace.....	67 33
992	E. B. Wilson.....	100 00
993	Miss K. F. Maher.....	10 90
994	B. F. Kelly.....	81 55
995	F. H. Dominick.....	67 90
996	James Stackhouse	66 80
997	W. A. Holman.....	500 00
998	T. F. Brantley.....	94 75
999	J. V. Wallace.....	99 16
1000	B. F. Kelly.....	51 39
1001	F. H. Dominick.....	35 50
1002	James Stackhouse	56 60
1003	C. C. Desmukes.....	30 20
1004	Miss Bessie Fallaw.....	12 00
1005	J. S. Wilson.....	36 00
1006	E. B. Wilson.....	150 00
1007	B. F. Kelly.....	18 90
1008	J. V. Wallace.....	27 69
1009	T. F. Brantley.....	29 50
1010	J. S. Wilson.....	28 17
1011	A. M. Deal.....	15 00
1012	F. H. Dominick.....	22 10
1013	Avery Patton	12 10
1014	J. S. Brice.....	9 60
1015	John McSween	8 00
1016	K. F. Maher.....	7 00
1017	J. V. Wallace.....	25 94
1018	F. H. Dominick.....	20 70
1019	T. F. Brantley.....	40 00
1019a	W. H. Coleman.....	2 50
1020	C. C. Desmukes.....	10 00
1021	J. V. Wallace.....	41 00
1022	E. M. Thomson.....	25 00
1023	T. F. Brantley.....	46 20

Voucher No.		Amount.
1024	F. H. Dominick.....	\$ 35 00
1025	A. M. Deal.....	15 00
1026	The R. L. Bryan Co.....	6 50
1027	A. N. Wood.....	12 50
1028	E. M. Thomson.....	35 00
1029	J. S. Wilson.....	25 20
1030	A. M. Deal.....	10 00
1031	F. H. Dominick.....	21 65
1032	Thos. F. Brantley.....	52 50
1033	J. V. Wallace.....	57 40
1034	J. L. Thorpe.....	25 65
1035	J. S. Wilson.....	20 10
1036	J. V. Wallace.....	36 51
1037	Thos. F. Brantley.....	19 00
1038	Wm. M. Gibbes, Jr., & Co.....	25 00
1039	E. M. Thomson.....	15 00
1040	F. H. Dominick.....	32 55
1041	A. M. Deal.....	10 00
1042	J. V. Wallace.....	20 94
1043	T. F. Brantley.....	12 00
1046	J. S. Wilson.....	19 10
1047	A. M. Deal.....	56 40
1048	J. V. Wallace.....	51 38
1049	T. F. Brantley.....	21 95
1051	J. V. Wallace.....	49 13
1052	T. F. Brantley.....	24 00
1053	A. M. Deal.....	50 60
1054	J. L. Thorpe.....	9 80
1055	O. M. Dantzler.....	13 30
1056	R. L. Bryan Co.....	2 00
1057	B. F. Kelly.....	20 10
1058	James Stackhouse	161 85
1059	A. M. Deal.....	55 80
1060	Fred. H. Dominick.....	201 33
1061	John Henry Piester.....	5 00
1062	E. M. Thomson.....	97 15
1063	J. S. Wilson.....	24 97
1064	Fred. H. Dominick.....	20 20
1065	T. F. Brantley.....	106 30

Voucher No.		Amount.
1066	James Stackhouse	\$ 24 60
1067	E. M. Thomson.....	10 00
1069	Fred. H. Dominick.....	28 70
1070	James Stackhouse	33 70
1071	James Norton	50 00
Total		<hr/> \$3,716 13

ITEMIZED STATEMENT OF THE STATE DISPENSARY
COMMISSION FOR EXPENSES PER DIEM AND
MILEAGE.

EXPENSES OF JAMES STACKHOUSE.

1911.	ACCOUNT.	
Mar. 27.	Railroad fare from Mullins to Columbia.....	\$ 2 75
28.	Hotel bill Columbia (Wright's Hotel).....	3 75
	Fare from Columbia to Mullins.....	2 75
	Supper at Florence.....	75
	Services March 27th and 28th (2 days).....	10 00
April 19.	Railroad fare from Mullins to Columbia.....	2 75
	Four days' services.....	20 00
20.	Supper at Florence.....	75
	Hotel bill at Columbia (Wright's Hotel).....	11 50
May 1.	To R. R. fare, Mullins to Columbia.....	2 75
	Supper at Florence.....	75
2.	To breakfast at Florence.....	75
	To hotel (Wright's).....	1 25
	To R. R. fare to Mullins.....	2 75
	To 1 days' service.....	5 00
	To hack, Columbia.....	50
10.	To R. R. fare to Columbia.....	2 75
	To supper at Florence.....	75
	To hack, Columbia.....	75
	To Pullman car.....	55
	To hotel (Wright's).....	9 00
	To R. R. fare, Mullins.....	2 75
	To 3 days' service.....	15 00
16-17.	To R. R. fare to Columbia.....	2 75
	To breakfast, Florence.....	75
	To hotel (Wright's).....	4 50
	To supper at Florence.....	75

May 16-17.	To R. R. fare to Mullins.....	\$ 2 75
	To 2 days' service.....	10 00
	To R. R. fare, Mullins to Columbia.....	2 75
	To breakfast at Florence.....	75
	To hotel (Wright's).....	75
	To R. R. fare, Columbia to Mullins.....	2 75
	To hack	50
	To 1 day's service.....	5 00
	To supper at Florence.....	75
	To hack	50
29.	To R. R. fare, Mullins to Columbia.....	2 75
30.	To hotel (Wright's), 4 days.....	14 00
June 1.	To R. R. fare, Columbia-Mullins.....	2 75
	To supper at Florence.....	75
	To 4 days' service.....	20 00
	To hack (3 times).....	75
	To supper at Florence.....	75
	To Pullman fare from Mullins to Columbia, and Columbia to Mullins.....	1 10
	To R. R. fare, Mullins to Columbia and return...	5 50
	To per diem, October 30, 31, November 1, 2, 3, 4.	30 00
	To hack and car fare, Columbia.....	75
	To hotel bill, Columbia.....	21 00
	To Pullman fare, Columbia and return.....	1 50
	To supper and breakfast at Florence.....	1 50
	To per diem, November 17 and 18, 1911.....	10 00
	To R. R. fare, Mullins to Columbia and return..	5 50
	To hotel bill, Columbia.....	6 00
	To supper, Florence.....	75
	To Pullman, Columbia and return.....	1 50
	To hack and car, Columbia.....	60
	To per diem, November 23, 24, 1911.....	10 00
	To R. R. fare, Columbia and return.....	5 50
	To hotel bill, Columbia.....	7 00
	To supper, Florence.....	75
	To Pullman fare.....	75
	To per diem, December 1, 2, 1911.....	10 00
	To hotel bill, Columbia.....	7 00
	To hack and car fare, Columbia.....	75

June 1.	To R. R. fare, Columbia and return.....	\$ 5 50
	To supper, Florence.....	75
	To phone bills.....	3 75
	To per diem, December 8, 9, 1911.....	10 00
	To R. R. fare, Columbia and return.....	5 50
	To hack and car fare, Columbia.....	75
	To hotel bill, Columbia.....	7 00
	To Pullman, Columbia and return.....	1 50
	To supper, Florence.....	75
Dec. 21.	To R. R. fare from Mullins, S. C., to Columbia...	2 75
	To supper at Florence.....	75
	To services per diem, December 21st.....	5 00
	To services per diem, December 22d.....	5 00
	To R. R. fare, Columbia to Mullins.....	2 75
	To supper at Florence.....	75
	To hack, cars.....	85
	To long distance, Mullins to Columbia.....	75
	To hotel, Columbia.....	7 00
27.	To per diem.....	5 00
28.	To per diem.....	5 00
29.	To per diem.....	5 00
	To R. R. fare to and from Mullins to Columbia..	5 50
	To hotel bill, Columbia.....	10 50
	To supper at Florence.....	75
	To Pullman to and from Columbia.....	1 10
	To hack and car fare.....	85
Total		\$402 30
By balance due, error in addition in Voucher No.		
	1066	1 00
Total amount paid.....		\$401 30

EXPENSES OF J. V. WALLACE.

1911.

ACCOUNT.

Mar. 27.	R. R. fare from Charleston to Columbia.....	\$ 3 22
	Hotel, lodging and restaurant, Columbia and Branchville	1 75
	Bus fare	25
	Hotel bill	3 50
	Per diem	5 00

Mar. 28.	R. R. fare, Columbia to Charleston.....	\$ 3 22
	Pullman berth	1 50
	Hack fare	25
	Incidentals, car fare, portorage.....	1 25
April	Express on resolutions sent by Secretary.....	25
18.	R. R. fare, Charleston to Columbia.....	3 22
	Hotel, lodging and restaurant.....	1 75
	Bus fare	25
19.	Per diem	5 00
	Hotel bill, Columbia.....	3 50
	Long distance phone.....	40
	Telegram	25
20.	Per diem	5 00
	Hotel bill	3 50
21.	Per diem	5 00
	Hotel bill	3 50
22.	Per diem	5 00
	Hotel bill	3 50
	Incidentals, portorage, car fares, etc.....	2 50
	Car fare from Columbia to Charleston.....	3 22
	Pullman berth	1 50
	Bus fare	25
Mar. 23.	Long distance phone to Secretary at Bishopville..	75
	Long distance phone to Governor Blease.....	75
	To Chairman Stackhouse, long distance phone...	75
May 9.	R. R. fare, Charleston-Columbia.....	3 22
	Hotel fare, Columbia.....	1 75
10.	Hotel fare, Columbia.....	3 50
	Per diem	5 00
11.	Per diem	5 00
	Hotel at Columbia.....	3 50
12.	R. R. fare, Columbia to Charleston.....	3 25
	Chair car, Columbia to Charleston.....	50
	Bus fare	25
28.	R. R. fare, Charleston to Columbia.....	3 22
	Bus fare	25
	Chair car, Charleston to Columbia.....	50
	Hotel at Columbia.....	2 65
	Breakfast, dining car.....	85
29.	Hotel, Columbia	3 50

May 29.	Per diem	\$ 5 00
30.	Hotel at Columbia.....	3 50
	Per diem	5 00
31.	Per diem	5 00
	Hotel, Columbia	1 75
June 1.	Hotel at Columbia.....	3 50
	Dining car (supper).....	75
	Per diem	5 00
	R. R. fare, Columbia to Charleston.....	3 22
	Chair car, Columbia to Charleston.....	50
	Bus fare	25
May 28.	National Surety Company, bond.....	25 00
June 5.	R. R. fare, Charleston to Columbia.....	3 22
	Pullman	50
	Hotel, Columbia	1 75
	Hack fare	25
6.	Per diem	5 00
	Hotel at Columbia.....	3 50
7.	Hotel at Columbia.....	3 50
	R. R. fare, Columbia to Charleston.....	3 22
	Pullman berth	1 50
	Hack fare	25
	Per diem	5 00
15.	R. R. fare, Charleston to Columbia.....	3 22
	Pullman fare	50
16.	Per diem, 2 days.....	10 00
14.	Long distance to Brantley, at Orangeburg.....	75
	Long distance to Kelly, at Bishopville.....	75
	Hotel for attendance, hack fare, etc.....	7 00
	R. R. fare, Columbia to Charleston.....	3 22
	Pullman	50
20.	Long distance message.....	75
21.	Long distance message.....	1 50
22.	Telegram	40
26.	Railroad fare, Charleston to Columbia.....	3 22
	Restaurant	85
	Pullman, Charleston to Columbia.....	50
	Bus fare, Charleston.....	25
	Bus fare, Columbia.....	25
	Telegram	25
	Telegram	25

June	27.	Per diem	\$ 5 00
		Two telegrams	56
	28.	Per diem	5 00
		Long distance phone.....	1 25
	29.	Per diem	5 00
		R. R. fare, Columbia to Charleston.....	3 22
		Pullman, Columbia to Charleston.....	50
		Bus, Columbia	25
		Bus, Charleston	25
		Supper on diner.....	85
		Hotel bill during session.....	10 90
July	7.	Restaurant	85
		Railroad, Charleston to Columbia.....	3 22
		Pullman	50
		Hack fare	50
	8.	Per diem	5 00
		Hotel	3 90
	9.	Restaurant	50
		Railroad fare, Columbia to Charleston.....	3 22
		Hack fare	50
	16.	Restaurant	90
		Railroad fare, Charleston to Columbia.....	3 22
		Pullman	50
		Hack fare	50
		Per diem, July 17, 1911.....	5 00
		Hotel	3 00
	26.	Railroad fare, Charleston to Columbia.....	3 22
		Restaurant	80
		Pullman	50
		Hack fare	50
	27.	Per diem	5 00
	28.	Per diem	5 00
		Railroad fare, Columbia to Charleston.....	3 22
		Hack fare	50
		Pullman	50
		Hotel	6 25
		Telegrams	60
		R. R. fare, Charleston to Columbia and return...	6 44
		Per diem, 2 days.....	10 00
		Pullman, Charleston to Columbia and return....	1 00
		Hack fare and telephone.....	2 00

July 28.	Hotel and restaurant.....	\$ 13 85
	R. R. fare, Columbia to Charleston, on July 17, 1911, and omitted from expense account on July 28th	3 22
	R. R. fare, Charleston to Columbia and return...	6 44
	Pullman, Charleston to Columbia and return....	1 00
	Long distance phones, telegrams, etc.....	3 00
	Hotel and restaurant.....	4 50
	Hack fare	1 00
	Per diem	5 00
Sept. 21.	R. R. fare, Charleston to Columbia and return...	6 44
	Pullman, both ways.....	2 00
	Hack fare, telegrams, telephones.....	3 50
	Hotel and restaurant.....	3 50
	One day per diem.....	5 00
22.	R. R. fare, Charleston to Columbia and return...	6 44
	Pullman, both ways.....	2 00
	Telephone and telegrams.....	2 50
	Hack fares	1 00
	Hotel and restaurant bill.....	9 00
	Two days per diem.....	10 00
Oct. 2.	R. R. fare, Charleston to Columbia and return...	6 44
	Pullman fare, Charleston to Columbia and return	2 00
	Hotel and restaurant.....	3 50
	Hack fares	1 00
	Telegrams	2 50
	Per diem	5 00
16-17.	R. R. fare, Charleston to Columbia and return.	6 44
	Pullman fare, Charleston to Columbia and return	2 00
	Hotel and restaurant.....	9 25
	Hack fares	1 00
	Per diem	10 00
Total		\$475 18
May 28.	Less Pullman berth, charged April 22, 1911, and not used.....	\$1 50
	By balance due error in addition in Voucher No. 991.....	20— 1 70
		<hr/> \$473 48

To error in addition in Voucher No. 999, to be re-
turned by Mr. Wallace.....\$ 3 00

\$476 48

EXPENSES OF B. FRANK KELLY.

1911.

ACCOUNT.

Mar. 28.	To hotel bill at Columbia (Wright's Hotel).....	\$ 4 50
	Services 27 and 28th (2 days).....	10 00
April 6, 7, 8.	Three days	15 00
	Hotel bill at Columbia (Wright's Hotel).....	11 00
	To R. R. fare, Bishopville to Columbia, March 27	1 70
	To R. R. fare, Columbia to Bishopville, March 29	1 70
	To R. R. fare, Bishopville to Columbia, April 6. .	1 70
	To R. R. fare, Columbia to Bishopville, April 9. .	1 70
	To hack fare in Columbia.....	50
	Street car fare, Columbia.....	10
	To one memorandum book.....	10
	To stationery	20
	To postage	20
	To registered letter.....	10
	To Advance Sheet, Opinion Supreme Court (Bryan)	25
	To services, April 19, 20, 21, 22 (4 days).....	20 00
	To R. R. fare, Bishopville to Columbia.....	1 70
	To R. R. fare, Columbia to Bishopville.....	1 70
	To hotel bill (Wright's).....	13 50
	Hack fare, Columbia.....	50
	To 3 long distance calls.....	1 10
April	To one day trip to Columbia to see Mr. E. B. Wilson	3 40
	R. R. fare.....	3 40
	Per diem	5 00
	Hack fare	25
	Hotel bill	75
May 11.	To 3 days' per diem, 9th, 10th and 11th.....	15 00
	To hotel bill in Columbia.....	8 00
	To two extra meals at Sumter.....	1 10
	To hack fare at Columbia.....	50
	To R. R. fare from Bishopville to Columbia and return	3 40

	17.	To two days' per diem, 16th and 17th.....	10 00
		To railroad fare.....	3 40
		To hack fare.....	25
		To hotel fare, Columbia.....	4 50
		To porter for Commission.....	1 00
		To premium on bond (Surety National Surety Co.)	25 00
	22.	To hack fare at Columbia.....	50
		To R. R. fare to Columbia and return home.....	2 72
		To Pullman fare.....	25
		To hotel bill.....	1 50
	25.	Telegram	25
	22.	Per diem	5 00
	29.	Per diem, 29th to June 1st.....	20 00
		R. R. fare to Columbia and return.....	2 72
		Pullman fare to Columbia.....	25
	28.	To hotel bill at Sumter, extra meals.....	75
June	1.	Hotel bill at Columbia, 4 days, 29, 30, 31 and 1st..	14 00
		To hack fare.....	25
		Postage	50
		Pullman fare to Sumter.....	25
May	29.	R. R. fare to Newberry and return.....	2 20
		To hack fare.....	25
June	5.	To telegram to Charleston.....	25
		To telegram to Lancaster.....	25
		To R. R. fare from Bishopville to Columbia and return	3 40
	6.	To per diem, 6th and 7th.....	10 00
	7.	To hotel bill, Columbia, June 6 and 7.....	4 50
		Hack fare	50
	14.	To expenses of automobile from Bishopville to Sumter and return from Columbia to take all records to special call meeting of Commission..	11 50
		One day's per diem.....	5 00
		To R. R. fare, Sumter to Columbia and return..	2 10
		To extra meal at Columbia, June 15th.....	50
		To lodging at Columbia on June 14th.....	1 00
Total			\$259 19

EXPENSES OF THOMAS F. BRANTLEY.

1911,		ACCOUNT.	
Mar. 27.	Railroad fare from Orangeburg to Columbia....	\$	1 25
27-28.	Hotel bill and hack fare.....		6 00
28.	From Columbia to Orangeburg.....		1 25
	Two days' service.....		10 00
April	Express on resolutions sent by Secretary.....		25
	R. R. fare between Orangeburg and Columbia, both ways		2 50
	Hotel bill, Wright's Hotel.....		7 00
	Phone bill from Greenville to Kelly, Secretary...		60
	Three days' service.....		15 00
May 11.	R. R. fare, Columbia and return to Orangeburg..		3 00
	Telephone message, B. F. Kelly.....		25
	Hotel bill, hack and car fare.....		3 50
16.	Per diem		5 00
	R. R. fare to Columbia from Orangeburg.....		1 50
16-17.	Expenses at hotel.....		7 00
17.	R. R. fare to Orangeburg from Columbia....		1 50
16-17.	Per diem		10 00
29.	R. R. fare, Orangeburg to Columbia.....		1 50
29-June 1.	Hotel expenses (4 days).....		14 00
	Four days (\$5.00 per diem).....		20 00
	Hack and car fare.....		1 00
June 1.	R. R. fare from Columbia to Orangeburg.....		1 50
	To premium on surety bond.....		25 00
6, 7, 8.	Three days' services.....		15 00
	Hotel bill, 3 days.....		10 50
June 6, 8.	R. R. fare to Columbia from Orangeburg.....		3 00
	Hack and car fare.....		1 00
12, 13.	R. R. fare from Orangeburg to Columbia....		3 00
	Hotel bill and hack.....		7 00
	Per diem, 2 days.....		10 00
15, 16.	R. R. fare from Orangeburg to Columbia.....		3 00
	Hotel bill and hack.....		7 00
	Two days' per diem.....		10 00
21.	Railroad fare from Orangeburg to Newberry and return		5 20
	Hotel bill and expenses.....		5 50

June	21.	Hack and car fare.....	\$ 1 00
		Per diem	5 00
	27.	Railroad fare from Orangeburg to Columbia and return	3 00
	27-29.	Lodging, hotel bill.....	10 50
		Hack fare and car fare.....	1 00
		Per diem, 3 days, at \$5.00 each.....	15 00
July	7.	R. R. fare from Orangeburg to Columbia.....	1 50
	8.	R. R. fare from Columbia to Orangeburg.....	1 50
		Hotel and restaurant bill for July 7 and 8.....	3 50
		Per diem	5 00
		Hack and far fare.....	50
	18, 19.	R. R. fare to and from Columbia and Orange- burg	3 00
		Hotel bill and restaurant fare.....	7 50
		Per diem	10 00
		Hack and car fare.....	75
	27, 28.	R. R. fare to and from Columbia and Orange- burg	3 00
		Hotel bill	5 25
		Hack and car fare.....	1 00
		Two days' services.....	10 00
Aug.	8.	R. R. trip, Columbia from Orangeburg.....	1 50
	8, 9.	Hotel expenses.....	5 00
	9.	R. R. fare to Orangeburg from Columbia.....	1 50
		Hack and car fare.....	1 00
		Two days' per diem, 8th and 9th.....	10 00
	25.	R. R. fare from Orangeburg to Columbia.....	1 50
		R. R. fare from Columbia to Orangeburg.....	1 50
		Hack and car fare.....	50
		Hotel and eating bill.....	3 50
		Per diem, August 25th.....	5 00
Sept.	21.	R. R. fare, Orangeburg to Columbia.....	1 50
	22.	R. R. fare, Columbia to Orangeburg.....	1 50
		Hotel bill and meals.....	6 00
		Hack and car fare.....	75
	21, 22.	Two days' per diem.....	10 00
		Telegram, July 23, J. V. Wallace, Charleston....	25
		Telegram, July 6, B. F. Kelly, Bishopville.....	45

Sept. 21.	Telegram, July 6, J. V. Wallace, Charleston.....	\$ 0 50
	Expense for porter cleaning up Ways and Means Committee room	1 00
Oct. 2.	To Columbia and return Orangeburg, R. R. fare.	3 00
	To meals and lodging.....	3 00
	Hack and car fare.....	75
	Per diem, October 2.....	5 00
16.	R. R. fare from Orangeburg to Columbia.....	1 50
17.	R. R. fare to Orangeburg.....	1 50
	Hotel and meals.....	3 50
	Hack and car fare.....	75
	Per diem, October 16th.....	5 00
30.	R. R. fare from Orangeburg to Columbia, and October 31, R. R. fare from Columbia to Orangeburg	2 45
31.	Hotel and meals.....	7 00
	Hack and car fare.....	1 00
	Two days, 30th and 31st, at \$5.00 a day.....	10 00
Nov. 3.	R. R. fare to Columbia from Orangeburg and return	3 00
	Hotel bill and fare.....	7 00
	Hack and car fare.....	50
	Two days' at \$5.00 per day.....	10 00
17.	R. R. fare to Columbia and return to Orangeburg	3 00
	Hotel and meals.....	3 50
	Hack and car fare.....	50
	One day per diem.....	5 00
23, 24.	R. R. fare to Columbia from Orangeburg and return	3 00
	Hotel and meals.....	7 00
	Hack and car fare.....	75
	Two days, 23d and 24th, \$5.00 per day.....	10 00
Dec. 1.	R. R. fare from Orangeburg to Columbia and return	3 50
	Hack and car fare.....	50
	One day, December 1st, per diem.....	5 00
21, 22.	R. R. fare from Orangeburg to Columbia and return	2 60
	Hotel bill	7 00

Dec. 21.	Hack and car fare.....	\$ 1 00
	Two days, \$5.00 per diem.....	10 00
	Total	\$490 05
	To error in issuing check for Voucher No. 987, to be returned by Mr. Brantley.....	04
	Total	\$490 09

EXPENSES OF FRED. H. DOMINICK.

1911.

ACCOUNT.

Mar. 27.	R. R. fare from Newberry to Columbia.....	\$ 1 10
	Per diem	5 00
28.	Per diem	5 00
	Hotel bill, hack fare, car fare.....	6 00
	R. R. fare from Columbia to Newberry.....	1 10
April	Express on resolutions sent by Secretary.....	25
19.	Telegram	25
	Railroad fare, Newberry to Columbia.....	1 10
22.	Per diem, 4 days.....	20 00
	Hotel bill, hack fare and car fare.....	12 00
	Railroad fare from Columbia to Newberry.....	1 10
May 11.	To 3 days' per diem, 9th, 10th and 11th.....	15 00
	To hotel bill.....	7 00
	To railroad fare, hack fare.....	3 20
17.	Two days' per diem, 16th and 17th.....	10 00
	To hotel bill.....	4 50
	To premium on surety bond, to Gulf & Atlantic Insurance Company	25 00
	Railroad fare and hack fare.....	3 20
June 1.	To 4 days' per diem, May 29, 30, 31, June 1.....	20 00
	To R. R. fare from Newberry to Columbia and return	2 20
	To hotel board, etc.....	12 00
	To hack and car fare.....	1 30
7.	To 2 days' per diem, June 6 and 7.....	10 00
	To 2 days' hotel bill.....	7 00
	To R. R. fare, Newberry to Columbia and return.	2 20
	To hack fare.....	1 00
	To long distance telephone.....	1 90

June 16.	To per diem, 2 days.....	\$ 10 00
	To R. R. fare, Newberry to Columbia and return.	2 20
14.	To long distance telephone.....	2 00
16.	To hack fare.....	1 25
	To hotel bill.....	5 25
21.	To 1 day per diem.....	5 00
29.	To 3 days' per diem.....	15 00
	To railroad fare, Newberry to Columbia and return	2 20
	To hack fare.....	1 00
21.	To long distance telephone.....	1 00
24.	To long distance telephone.....	30
29.	To hotel bill.....	10 50
July 8.	Railroad fare, Newberry to Columbia.....	1 10
	Per diem	5 00
28.	Per diem, two days.....	10 00
	Bridge toll	30
	Hotel bill	4 25
	Gasoline and oil.....	1 00
Aug. 8, 9.	Per diem, 2 days.....	10 00
	R. R. fare, Newberry to Columbia and return....	2 20
	Hotel bill, two days...'	7 00
	Hack fare	50
25.	Per diem, one day.....	5 00
	Hotel bill	3 50
	Hack fare	50
	Telephone and telegrams.....	1 65
	R. R. fare, Newberry to Columbia and return...	2 20
Sept. 6.	One day's per diem.....	5 00
	R. R. fare.....	2 20
	Hotel bill	3 50
	Hack fare	1 00
Sept. 21, 22.	'Two days' per diem.....	10 00
	R. R. fare.....	2 20
	Hotel bill	7 00
	Hack fare	1 00
Oct. 2.	One day's per diem.....	5 00
	R. R. fare.....	2 20
	Hotel bill	3 50
	Hack fare	1 00

Oct. 16, 17. Two days' per diem.....	\$ 10 00
R. R. fare.....	2 20
Hotel bill	7 00
Hack fare	1 00
30, 31, Nov. 1, 2, 3, 4. Six days' per diem.....	30 00
R. R. fare.....	2 20
Hotel bill	21 00
Hack fare	1 00
Nov. 9, 10. Two days' per diem.....	10 00
R. R. fare.....	2 20
Hotel bill	7 00
Hack fare	1 00
23, 24. Two days' per diem.....	10 00
R. R. fare.....	2 20
Hotel bill	7 00
Hack fare	1 00
Dec. 1, 2. Two days' per diem.....	10 00
R. R. fare.....	2 20
Hotel bill	7 00
Hack fare	1 00
8, 9. Two days' per diem.....	10 00
R. R. fare.....	2 20
Hotel bill	7 00
Hack fare	1 00
Telephone and telegrams.....	2 53
22. Per diem, 21st and 22d.....	10 00
R. R. fare.....	2 20
Hack fare	1 00
Hotel bill	7 00
29. To R. R. fare.....	2 20
To three days' per diem.....	15 00
To three days' hotel bill.....	10 50
To hack fare.....	1 00
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Total	\$538 53

EXPENSES OF E. M. THOMSON.

1911.

ACCOUNT.

June 21. To 1 day's per diem, Newberry.....	\$ 5 00
27. To 1 days' per diem, Columbia.....	5 00

June	28.	To 1 days' per diem, Columbia.....	\$ 5 00
	29.	To 1 day's per diem, Columbia.....	5 00
	26.	To 1 day's per diem, Columbia, on records.....	5 00
July	8.	Per diem	5 00
	27.	Per diem	5 00
	28.	Per diem	5 00
		To 4 days getting up certified minutes for Supreme Court <i>In re</i> Glass Company.....	20 00
Aug.	8.	Per diem	5 00
	9.	Per diem	5 00
	25.	Per diem	5 00
		Per diem, September 6, 21, 22, 1911.....	15 00
		Per diem, October 2, 16, 17, 30, 31, 1911.....	25 00
		Per diem, November 1, 2, 3, 4, 1911.....	20 00
		Per diem, November 9, 10, 1911.....	10 00
		Per diem, December 1, 2, 8, 9, 1911.....	20 00
		Telephones, long distance, September, 1911.....	1 55
		Telephones, long distance, August, 1911.....	50
		Telephones, long distance, November, 1911.....	1 80
		Telephones, long distance, November, 1911.....	3 30
		Telegrams, October and November, 1911.....	2 00
Dec.		Per diem, 21st and 22d.....	10 00
			<hr/>
Total			\$184 15
By error in addition in Voucher No. 1062.....			2 00
			<hr/>
Total			\$182 15

EXHIBIT "E."

State of Georgia, County of Fulton.

The following Memorandum of Agreement by and between Anderson, Felder, Rountree & Wilson, of the county of Fulton, and State of Georgia, parties of the first part, and the State Dispensary Commission, being the Commission constituted for winding up the affairs of the late State Dispensary of South Carolina, parties of the second part, Witnesseth: That

WHEREAS, Under the operations of the State Dispensary of the State of South Carolina, said State, through the parties of the second part, claims that divers and sundry distillers, jobbers and wholesalers of liquors, wines, beers, etc., have, by their course of dealings, become indebted to the State of South Carolina in very large sums; and

WHEREAS, It is the desire of the parties of the second part to recover and turn into the treasury of the State of South Carolina the sums so unjustly withheld from said State.

The said parties of the second part hereby employ and retain the parties of the first part as associate attorneys with J. Fraser Lyon, Attorney General of the State of South Carolina, and W. F. Stevenson, attorney for the parties of the second part.

The said parties of the second part, in the prosecution of all claims, shall act in co-operation with the said Attorney General and the said attorney of this Commission, and not independent of them, and in case of disagreement between them, said disagreement shall be finally and definitely settled by said parties of the second part.

The said parties of the first part are to be compensated for their services as follows:

1st. Said distillers, brewers, jobbers and wholesalers of liquor claim that the State of South Carolina is now indebted to them in the sum of (\$700,000) seven hundred thousand dollars, or other large sum as shown by the books of the State of South Carolina, and no part of said sums are to be paid for ninety (90) days unless on the recommendation of the parties of the first part and the counsel of said Commission. If all or any part of said indebtedness is saved to the State of South Carolina by the efforts of the parties of the first part, then the said parties of the second part obligate themselves to pay to the parties of the first part a commission upon said

salvage, amounting to the sum of ten per cent. thereof. It is understood, however, that there has been already deductions procured and overcharges discovered, a list of which is to be furnished at once to the parties of the first part, if desired, on which sums, of course, the ten per cent. is not payable, those sums having been saved by the effort of the Commission.

2d. On all other sums that may be recovered by reason of compromised settlements, suits or otherwise, the parties of the second part hereby agree to pay to the parties of the first part the sum of fifty per cent. thereof. The said sums when paid shall be in full settlement and compensation of all claims of the parties of the first part for fees or compensation against either the parties of the second part or the State of South Carolina. The said parties of the first part in their negotiations or prosecution of suits in behalf of the parties of the second part or of the State of South Carolina are hereby clothed with full power, subject alone to the approval of the Attorney General of said State, to offer to any of the parties involved immunity from prosecution upon such terms and conditions as in their judgment may be deemed to the best interest of the parties hereto and to the State of South Carolina.

3d. This contract may be terminated by the parties of the second part on thirty (30) days' notice in writing to the parties of the first part, but shall in no event be terminated until the expiration of ninety (90) days from the date of this contract and shall not, of course, affect the right of the parties of the first part for their compensation for such salvage as has been recovered and such deductions from account as have been procured by the efforts of said parties of the first part.

4th. The expenses, fees, charges and all moneys in any way expended in the prosecution of said work, shall be borne by the parties of the first part and no claim for any of the same shall at any time be made upon this Commission or the State of South Carolina.

5th. The parties of the first part shall turn over a statement of the evidence of the violation of the criminal laws of the State by any parties connected with transactions involving the management of the State Dispensary in any way, whether officials, employees, or private persons, to the Attorney General of the State of South Carolina, and the names of the witness and the date of the violations, as nearly as may be, and procure the appearance of the witnesses if practicable at some point within the State of South Caro-

Baldwin

[Handwritten signature]

lina, at which they can be bound over to appear and testify in case the Attorney General deems it necessary to have their testimony in any proceedings or prosecutions that may be instituted.

In witness whereof the parties of the first part have affixed their hands and seals and the State Dispensary Commission has procured its signature to be affixed thereto by its Chairman, W. J. Murray, this 9th day of May, 1907.

As to Anderson, Felder, Rountree & Wilson,

ANDERSON, FELDER, ROUNTREE & WILSON,

By T. B. FELDER.

As to D. Murray, Chairman,

THE STATE DISPENSARY COMMISSION,

In the presence of:

By W. J. MURRAY, Chairman.

Attest:

J. F. WESTBROOK,

W. F. STEVENSON.

The words "Court costs," in line one, paragraph four, stricken. And in lieu thereof the following inserted: "and no Court costs is to be incurred without the approval of the Attorney General and attorney of the Commission."

ANDERSON, FELDER, ROUNTREE & WILSON,

Attest:

By T. B. FELDER.

J. F. WESTBROOK.

State of South Carolina, County of Richland.

Personally comes W. F. Stevenson, who on oath says that he saw the State Dispensary Commission sign and as its act and deed deliver the within contract, by its Chairman, Dr. W. J. Murray, and he witnessed the execution thereof.

W. F. STEVENSON.

Sworn to before me this 31st day of May, 1907.

J. FRASER LYON, (L. S.)

Notary Public, S. C.

State of South Carolina, County of Richland.

Personally comes W. F. Stevenson, who on oath says that he saw Anderson, Felder, Rountree & Wilson, by T. B. Felder, Jr., sign, seal and as their act and deed deliver the within contract, and that he witnessed the execution thereof.

W. F. STEVENSON.

Sworn to before me this 31st day of May, 1907.

J. FRASER LYON, (L. S.)
Notary Public, S. C.

Atlanta, January 9, 1908.

Hon. J. Fraser Lyon, Attorney General, Columbia, S. C.

Dear Sir: There seems to be some possible ambiguity about our contract entered into with the State Dispensary Commission on May 9, 1907, as to the compensation we are to receive for our services.

This ambiguity has been suggested by one of my partners, who is interested in the contract. I explained to him that there was no ambiguity as the meaning of the same was fully discussed between you, the attorney for the Commission and the members thereof, at the time of the execution of the same, and we agreed that the contract meant as follows:

That we were to receive ten per cent. of whatever reductions may be obtained on the accounts now open and amounting to about \$700,000. After taking off this salvage, the apparent amount due each creditor is to be held subject to such salvage or set-off as may be had by reason of overcharges on accounts heretofore paid by the South Carolina Dispensary officials, and on this salvage we are to be paid fifty per cent. by the State Dispensary Commission.

Kindly see the Chairman of the Board and confirm our understanding of this contract.

Yours truly,

ANDERSON, FELDER, ROUNTREE & WILSON,
By T. B. FELDER.

The within statement is the contract as to compensation to be paid Anderson, Felder, Rountree & Wilson, and we think is fairly expressed in the written contract referred to.

J. FRASER LYON,
Attorney General.
W. F. STEVENSON,
Attorney for Commission.
AVERY PATTON, Comr.
W. J. MURRAY,
JOHN McSWEEN,
C. K. HENDERSON.

at Lyon differs from
stockhouse

Unfriendly

Letters - "Partnership"

Randall - Johnson Sec.
50000-5m.